

West Union

Teamsters #238 (Police)

7/1/2005 6/30/2008

MASTER CONTRACT

BETWEEN THE

CITY OF WEST UNION

AND THE

CHAUFFEURS, TEAMSTERS AND  
HELPERS LOCAL 238

2005-2008

## Table of Contents

	Agreement .....	1
Article 1	Recognition .....	1
Article 2	Definitions .....	1
Article 3	No Strike .....	2
Article 4	Probationary Period.....	2
Article 5	Employee Hours.....	3
Article 6	Seniority.....	3
Article 7	Staff Reduction .....	4
Article 8	Vacations .....	4
Article 9	Holidays .....	5
Article 10	Insurance.....	5
Article 11	Paid Leaves of Absence .....	5
Article 12	Union Dues Deduction.....	7
Article 13	Grievance Procedure .....	8
Article 14	Wages.....	10
Article 15	Finality and Effect of Agreement.....	11
Article 16	Separability .....	11
Article 17	Duration Period.....	12

## **AGREEMENT**

This Agreement made and entered into this first day of July, 2004 by and between the City of West Union Police Department, hereinafter referred to as the "Employer", and Chauffeurs, Teamsters and Helpers Local 238, affiliated with the International Brotherhood of Teamsters, hereinafter referred to as the "Union", mutually agree as follows:

### **ARTICLE 1 RECOGNITION**

- 1.1 The City of West Union hereby recognizes the Union as the exclusive collective bargaining agent for the following unit, consisting of all full and part-time employees of the City of West Union Police Department, including assistant chief, sergeant, police officers/patrolmen; excluding the Mayor, Chief of Police, all elected officials, clerical employees and all others excluded by the Act.
- 1.2 The Union recognizes the employees' responsibility to cooperate with the City of West Union to assure maximum service to the public.

### **ARTICLE 2 DEFINITIONS**

- 2.1 Definitions of terms used in this Agreement:
  1. Wherever the term "Employee" and "Employees" appears, it shall refer only to the regular full-time employees within the bargaining unit, unless otherwise specified.
  2. The term "part-time employee" shall refer to a person regularly employed by the City who is working less than thirty-five (35) hours per week.
  3. The words "his/her" as used in this Agreement, shall be interpreted to include both masculine and feminine gender.
  4. The term "Employer" as used in this Agreement, shall mean the City of West Union, Iowa, or its duly authorized representatives.
  5. The term "Union" as used in this Agreement, shall mean Chauffeurs, Teamsters and Helpers Local 238, or its designated representatives.
  6. "Length of continuous service" as that term is used in this Agreement shall mean employment with the City which is uninterrupted except by reason of approved leave of absence or by layoff if less than six (6) months.

### **ARTICLE 3 NO STRIKE**

- 3.1 The parties hereby acknowledge and recognize that it is illegal and contrary to public policy in the State of Iowa for any public employee organization to encourage or participate in a strike against any public employer.
- 3.2 No employee covered by this Agreement, nor the Union, shall indirectly or directly induce, instigate, encourage, authorize, ratify, or participate in a strike against the City.
- 3.3 In the event of any proven violation or violations of any provision of Section 2 of this Article by the Union, its members or representatives, or by any employee.
  - a. Any employee proven to have violated the above shall be subject to immediate discipline or discharge by the City.
  - b. The Union shall, upon notice from the City, immediately direct such employees both orally and in writing to resume normal operations immediately and make every other reasonable effort to end any violation(s).
- 3.4 The foregoing is in addition to any other rights and remedies provided by law.

### **ARTICLE 4 PROBATIONARY PERIOD**

- 4.1 All employees shall be subject to the serving of a probationary period, which shall be considered as part of employment examining process.
  - a. Probationary period for employees shall be nine (9) months.
  - b. Probationary employees may be terminated by the City during the probationary period without appeal. The City may discharge any such probationary employee without notice to the Union. Probationary employee may not file a grievance concerning discharge and shall also not receive any seniority rights until the probationary period has been successfully completed. Upon completion of the probationary period, seniority shall be from the original date of hire.
  - c. No probationary employee shall be entitled to any fringe benefits, except for health insurance, through the terms of this Agreement unless determined otherwise at the sole discretion of the Employer. All fringe benefits, except for insurance, shall accrue during the probationary period and will not be available for the employee until the probationary period has been completed.

## **ARTICLE 5 EMPLOYEE HOURS**

- 5.1 Whenever possible and except as otherwise determined by the Employer, the regular work period shall consist of eighty (80) hours per pay period. This is not interpreted as a guarantee of any number of hours of work per work period. During an officer's work shift, there shall be a thirty (30) minute lunch period and officers will be on-call during the lunch period.
- 5.2 During each shift employees may be scheduled, on the job, two (2) fifteen (15) minute rest periods whenever possible.
- 5.3 **Overtime**  
Authorized time worked by an employee over an eighty (80) hour work period will be paid at time and one-half (1-1/2) the employee's basic hourly rate of pay. Vacation and paid holidays shall count as time worked when computing overtime.
- 5.4 **Recall**  
An employee called back shall receive a minimum of one (1) hour of pay.
- 5.5 **Call in Time**  
An employee called into work shall receive a minimum of one (1) hour of pay.
- 5.6 **Court Appearance**  
Any employee having to appear in court other than during their working hours will be given a minimum of one (1) hour overtime unless it is attached to their watch at the beginning or at the end, then it will be the actual amount of time spent.
- 5.7 **Days Off**  
Days off may be changed on the same shift or another shift with the approval of the chief of police or his designee. In no case will such changes result in the payment of overtime. Days traded with another employee shall be paid back within a thirty (30) day period.

## **ARTICLE 6 SENIORITY**

- 6.1 Seniority shall be defined as continuous length of full-time service to the City of West Union commencing with the employee's date of hire after completion of the probationary period.

## **ARTICLE 7 STAFF REDUCTION**

- 7.1 When the City determines it necessary to reduce the work force, it may determine which employee(s) in the department shall be laid off first based upon the following factors: The employee's qualifications, performance, education level as it relates to police work, and rank. If all other things are equal, seniority shall be the tie-breaking factor.
- 7.2 When recalling employees, they shall be recalled in the order the employee was laid off. The last employee laid off will be recalled first if they are qualified for the position to be filled. An employee on layoff shall receive a notice of recall which shall be by certified mail at the employee's last known address. It shall be the responsibility of the employee to notify the City of the employee's current address. Failure of the employee to pick up the certified letter of notice of recall within seven (7) calendar days from the date of postmark of such notice shall constitute receipt of notice of recall for purposes of this paragraph. The employee must respond to the recall notice within three (3) calendar days after receipt thereof and actually report to work within seven (7) calendar days after receipt of notice unless otherwise mutually agreed. If the employee fails to follow the provisions of this section, all rights to recall are waived. Employees on recall status shall have a period of one (1) year from the date of notice of layoff until recall rights expire.

## **ARTICLE 8 VACATIONS**

- 8.1 All regular full-time employees shall be entitled to vacation time with pay as follows:
- After one year .....5 days  
After two (2) thru five (5) years of service .....10 days each year  
After six (6) years of service.....For each year completed  
after five (5) years, one (1) additional day of vacation shall accrue.  
Vacation will accrue at the rate of 1/26<sup>th</sup> of the amount due on the  
upcoming anniversary date.
- 8.2 New employees are not entitled to vacation until completing one (1) year of service.
- 8.3 All vacation time shall be used within the year from the employee's anniversary date and shall be non-accumulative except under extenuating circumstances approved by the council. All vacation time requests beyond one (1) day must be made in writing for approval by the employer at least ten (10) working days in advance of the requested vacation days. The employer, at its discretion, may waive the ten (10) day notification in cases of emergency. A written request for a one (1) day vacation must be given to the employer at least three (3) working days in advance. Only one (1) employee request for the same vacation period will be granted unless approved otherwise by the employer.

## **ARTICLE 9 HOLIDAYS**

### **9.1 Legal holidays observed are:**

New Years Day, January 1  
Memorial Day, the last Monday in May  
Independence Day, July 4  
Labor Day, the first Monday in September  
Veteran's Day, November 11  
Thanksgiving Day, the fourth Thursday in November  
December 24, 1/2 day  
Christmas Day, December 25  
December 31, 1/2 Day  
Two (2) floating holidays per calendar year. (These must be scheduled and approved with the Chief prior to their use.)

9.2 When an employee is scheduled to work, they shall be paid time and one-half for the hours worked plus 8 hours holiday pay. Employees less than full time will have their holiday pay pro rated.

9.3 In order to qualify for holiday pay regular employees must work their regularly scheduled work day immediately preceding and also following the holiday unless on approved vacation.

## **ARTICLE 10 INSURANCE**

10.1 The City will pay single health insurance for all full-time employees. Employees eligible for family health insurance, the city will pay 80% of the family premium and the employee will pay 20% of the family premium.

Deductibles: \$400 single  
\$800 family

10.2 The employer will provide \$20,000 term life insurance for all regular full-time employees.

10.3 The employer will provide each employee up to \$500 per year toward reimbursement for dental claims with an additional \$500 per occurrence towards braces.



## **ARTICLE 11**

### **PAID LEAVES OF ABSENCE**

#### **11.1 Sick Leave**

- a. Each regular employee shall earn sick leave at the rate of one (1) work day for each completed month of service. Sick leave may be accumulated to a maximum limit of seventy-five (75) days. Sick leave will be terminated at the time of resignation or retirement from the city.
- b. An employee eligible for sick leave with pay may use sick leave upon approval of the employee's designated supervisor for absence due to illness or exposure to contagious disease (if directed by a physician to remain away from work). The City may require a doctor's note at anytime the City has any reason to believe sick leave usage is being abused or misused. Additionally, a doctor's excuse shall be provided for any sick leave absence in excess of three (3) days.
- c. Sick leave shall not be granted for absence from work on the day immediately preceding or following a holiday weekend, vacation or days off, unless approved otherwise by the employee's supervisor.

#### **11.2 Military Leave**

Leave of absence shall be granted for any period of active state or federal military service. Benefits for such leave shall comply with current applicable federal and state statutes.

#### **11.3 Funeral Leave**

A leave of absence of up to a maximum of three (3) days will be granted (if employee is scheduled to work) to attend the funeral of a member of the immediate family. Immediate family shall include the following relatives: spouse, son, daughter, sister, brother, father, mother, step mother, step father, and stepchildren living in the household. A one (1) day paid leave will be granted to attend the service for mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparents, grandchildren and uncles/aunts. Additional non paid days of leave may be granted at the discretion of the employer.

#### **11.4 Jury Leave**

Any full-time employee, who is selected for jury duty or is called as a government witness, shall receive a paid leave of absence for the time spent on such duty. Compensation received by the employee from the Court will be turned over to the City Clerk, with the exception of meal or travel expenses by the employees. A certificate from the Clerk of Court showing dates of service and earnings while on the jury must be submitted to the chief upon returning to work. If released from jury duty prior to the completion of one-half of the employee's regular shift, the employee must return to work.

#### 11.5 Unpaid Leave of Absence

A request for an unpaid leave of absence must be submitted to the city council or designee setting out the circumstances in full as to why such a leave is desired. The request will be considered on the basis of the work load existing or anticipated in the employee's department and the circumstances of the request. A leave of absence is not permitted unless first approved by the city council or designee.

The maximum unpaid leave of absence shall be for twelve (12) months. During the period of absence, the employee shall not engage in gainful employment without prior permission from the city council or designee. While on approved leave of absence, an employee shall be allowed to continue to accrue seniority.

Any unpaid leave of absence shall not be computed as working time for the purpose of accruing vacation allowances, sick leave, longevity pay or any other benefit. The City shall not be responsible for the payment of the premium for any benefits for an employee on an approved unpaid leave of absence. Employees who are enrolled in the group insurance programs of the Employer and who are on leave of absence must make arrangements for premium payments through the city Administrator provided the employee is eligible under the terms and conditions of the insurance carrier.

### **ARTICLE 12 UNION DUES DEDUCTION**

- 12.1 The Employer agrees to deduct from the pay of employees, who are Union members covered by this Agreement, dues of the Local Union having jurisdiction over such employees and agrees to remit to said Local Union all such deductions.

Upon receipt of a lawfully executed written authorization from an employee, which may be revoked at any time by giving thirty (30) days written notice, the City agrees to deduct Union dues of such employee from the employee's pay and remit such deduction to the official designated by the Union in writing to receive such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required.

Union dues shall be deducted beginning the first pay period of the month of those employees who individually request in writing that such deduction be made.

- 12.2 The Employer will recognize authorization for deduction from wages, if in compliance with state law, to be transmitted to the Union. No such authorization shall be recognized if in violation of State or Federal law. No deduction shall be made which is prohibited by applicable law. For purposes of this Agreement, dues shall include only duly authorized Union dues and shall not include initiation fees, special assessments, back dues, fines or similar items.

- 12.3 The Union, its successors or assigns, agrees to indemnify and hold the Employer harmless against any and all claims, demands, suits, orders, damages, or judgments brought or issued against the Employer as a result of any action taken by the Employer at the request of the Union or by reason of action taken in reliance on individually authorized deduction forms furnished to the Employer by the Union.

## **ARTICLE 13 GRIEVANCE PROCEDURE**

### 13.1 Section 1. Definition

A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

### 13.2 Section 2. Purpose and Procedure

- a. The purpose of this procedure is to secure, at the earliest possible level, equitable solutions to the problems which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- b. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of the grievant to appropriately present the grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal. The employer's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be changed by written mutual agreement.
- c. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative shall be conducted so as to result in no interference with or interruption of work. The City shall solely determine whether an interference has occurred under this paragraph. Unless agreed to by the employer, all grievances shall be processed outside the employee's work day.
- d. All grievances must be presented within five (5) calendar days of the date of occurrence of the event giving rise to the grievance.
- e. If any employee files any claim or complaint in any form other than the grievance form set forth in this Agreement, then the City shall not be required to process the same claim or set of facts through the grievance procedure.
- f. All meetings and hearings under this procedure shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.

- g. At all steps of a grievance the employer and union shall have the right to have representatives to attend any meeting required to resolve the grievance. Every employee covered by the Agreement shall have the right to present grievances, without representation if they choose, in accordance with these procedures.

### 13.3 Section 3. First Step

An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her immediate supervisor within five (5) calendar days of the date of the occurrence. If required by the allegedly aggrieved employee, the recognized union representative may be present in this informal discussion.

### 13.4 Section 4. Second Step

- a. If a grievance is not resolved informally at the first step, the aggrieved employee shall file the grievance in writing with the Chief of Police within five (5) calendar days after the informal conference with the immediate supervisor. The written grievance shall state the nature of the grievance including the relevant facts, shall state the specific clauses of this Agreement which have allegedly been violated, misinterpreted, or misapplied, shall explain why it is believed these clauses have been violated, and shall state the remedy requested.
- b. Within ten (10) calendar days after the Chief receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and also his/her representative, if requested.
- c. The Chief shall render a decision and communicate it in writing to the aggrieved employee within ten (10) calendar days following the meeting between the Chief and the aggrieved.

### 13.5 Section 5. Third Step

In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved, if he/she so desires may file an appeal of the Chief's answer, within ten (10) calendar days of the said written decision, with the City Administrator or his/her representative. Within ten (10) calendar days after the written grievance is filed, the aggrieved, the representative of the aggrieved, if desired, and the City Administrator shall meet in an attempt to resolve the grievance. The City Administrator and/or his/her representative shall file an answer within ten (10) calendar days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor, and the representative of the employee.

### 13.6 Section 6. Fourth Step

- a. If the grievance is not resolved satisfactorily in Step Three, there shall be available a fourth step of impartial binding arbitration. If a demand for

arbitration is not filed in writing by the union within ten (10) calendar days of the third step reply then grievance will be deemed settled on the basis of the third step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below.

- b. Within ten (10) calendar days after the date of delivery of the written intent for arbitration, either party may request a panel of seven (7) arbitrators from the Public Employment Relations Board or meet to select an arbitrator mutually acceptable and shall obtain a commitment from said arbitrator for service.
- c. Within five (5) working days after receipt of the panel of arbitrators, the city and the Union shall meet and determine by lot which party shall have the right to remove the first name from the list. Immediately thereafter, the parties shall each alternately strike names from the list until just one remains, who shall then serve as arbitrator. The parties shall immediately notify the Public Employment Relations Board of their selection. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties unless the same is unreasonable or fails to follow the provisions of the contract.
- d. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues in the grievances arising hereunder.
- e. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator which shall be shared equally by the employer and the grievant or his/her representative.

## **ARTICLE 14**

### **WAGES**

- 14.1 Newly certified officers will be paid the following:
- 80% of the Base for the first six (6) months of employment;
  - 90% of the Base after six (6) months but less than one (1) year;
  - 100% of the Base for time after completion of one (1) year.

Newly hired officers who are not certified police officers will be paid the following:  
70% of the Base for the first six (6) months of employment;  
85% of the Base after six (6) months of employment until eighteen (18) months of employment;  
100% of the Base after certification but not before one year of service.

Effective 07/01/05, the employees Base to be paid as follows including certification:

	2005-06 (3% increase)	2006-07 (3% increase)
Assistant Chief	\$14.97	\$15.41
Patrolman	\$14.56	\$14.99

#### 14.2 Pay Day

Pay day shall be every other Thursday. In the event this day is a holiday, the preceding day shall be pay day.

Compensation shall not be paid more than once for the same hours under any provision of the Article or Agreement.

### **ARTICLE 15 FINALITY AND EFFECT OF AGREEMENT**

#### 15.1 Finality and Effect of Agreement

- a. This Agreement supersedes and cancels all previous agreements and practices between the City and the Union or any employee, unless expressly stated to the contrary herein and constitutes the entire Agreement between the parties, and concludes collective bargaining for its term.
- b. The parties acknowledge that during the negotiations which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**ARTICLE 16  
SEPARABILITY**

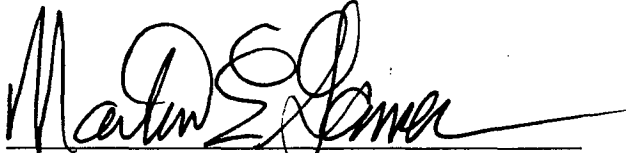
16.1 Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

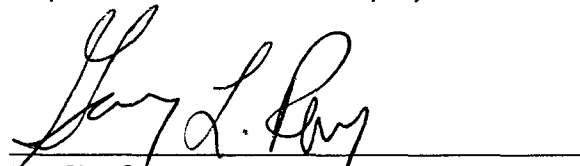
**ARTICLE 17  
DURATION PERIOD**

This Agreement shall become effective as of July 1, 2005, and shall be in full force and effect through June 30, 2008.


Dated this 6<sup>th</sup> day of JANUARY, 2006  
~~2005.~~


For the City of West Union

  
\_\_\_\_\_  
Representative of the Employer

  
\_\_\_\_\_  
its Chief Negotiator

For the Chauffeurs, Teamsters and Helpers  
Local 238

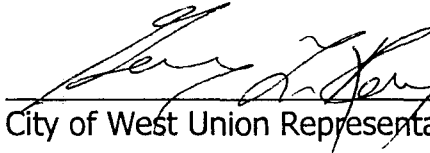
  
\_\_\_\_\_  
Secretary-Treasurer

  
\_\_\_\_\_  
Business Representative

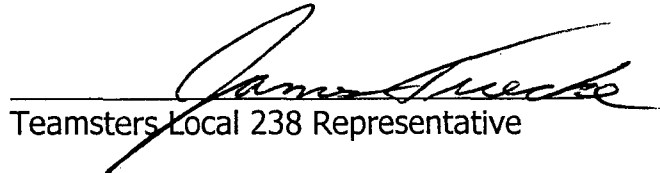
## MEMORANDUM OF UNDERSTANDING

### INSURANCE

The City will pay single health insurance for all full-time employees and will grandfather Lonnie Upton for full family health insurance during his full duration of employment with the city. Any new hires and current employees eligible for family health insurance (except Lonnie Upton) the city will pay 80% of the family premium and the employee will pay 20% of the premium.

  
\_\_\_\_\_  
City of West Union Representative

10-26-05  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Teamsters Local 238 Representative

1-9-06  
\_\_\_\_\_  
Date